

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DYNAENERGETICS EUROPE GMBH,
and DYNAENERGETICS US, INC.,

Plaintiffs, Counter-defendants,

v.

NEXUS PERFORATING LLC,

Defendant, Counter-claimant.

Civil Case No.: 4:21-cv-280

DEMAND FOR JURY TRIAL

**NEXUS PERFORATING LLC’S ANSWER TO DYNAENERGETICS EUROPE
GMBH AND DYNAENERGETICS US, INC.’S AMENDED COMPLAINT**

Defendant Nexus Perforating LLC (“Defendant” or “Nexus”) by and through its undersigned counsel, files this Answer to Plaintiffs Dynaenergetics Europe GMBH (“Dyna Europe”) and Dynaenergetics US, Inc.’s (“Dyna US”) (collectively “Plaintiffs”) Amended Complaint.

THE PARTIES

1. Nexus is without knowledge or information sufficient to form a belief about the truth of paragraph 1, and therefore denies the same.
2. Nexus is without knowledge or information sufficient to form a belief about the truth of paragraph 2, and therefore denies the same.
3. Admit.
4. Admit.

JURISDICTION AND VENUE

5. Admit.

6. Admit.

7. Nexus admits that this Court has personal jurisdiction over Defendant.

Nexus denies the remaining allegations in Paragraph 7.

8. Admit.

FACTS

9. Nexus is without knowledge or information sufficient to form a belief about the truth of Paragraph 9, and therefore denies the same.

10. Nexus is without knowledge or information sufficient to form a belief about the truth of Paragraph 10, and therefore denies the same.

11. Nexus is without knowledge or information sufficient to form a belief about the truth of Paragraph 11, and therefore denies the same.

12. Nexus is without knowledge or information sufficient to form a belief about the truth of Paragraph 12, and therefore denies the same.

13. Deny.

14. Nexus admits it sells and distributes parts or components for the Nexus Connect for assembly and use by customers within the State of Texas. Nexus denies the remaining allegations contained in Paragraph 14.

15. Nexus admits it describes and provides photos of the Nexus Connect on its website. Nexus is without knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 15, and therefore denies the same.

16. Deny.

17. Admit.

18. Deny.

19. Deny.

20. Deny.

21. Deny.

22. Deny.

23. Deny.

24. Deny.

COUNT I – ALLEGED INFRINGEMENT OF THE ‘697 PATENT

25. Paragraph 25 contains no allegation of fact requiring a response.

26. Nexus is without knowledge or information sufficient to form a belief about the truth of Paragraph 26, and therefore denies the same.

27. Deny.

28. Deny.

29. Deny.

30. Deny.

31. Deny.

32. Deny.

33. Deny.

ATTORNEYS’ FEES

34. Nexus denies that Plaintiffs are entitled to any reasonable attorneys’ fees in this case.

JURY DEMAND

35. Paragraph 35 contains no allegation of fact requiring a response.

RESPONSE TO PRAYER FOR RELIEF

Nexus denies that Plaintiffs are entitled to judgment in their favor or to any relief requested in their Prayer for Relief, and respectfully requests that the Court deny Plaintiffs' requested relief.

DEFENSES

Subject to the responses above, Nexus alleges and asserts the following defenses in response to the allegations, without admitting or acknowledging that Nexus bears the burden of proof as to any of them or that any must be pleaded as defenses. Nexus reserves all rights to allege additional defenses that become known through the course of discovery. Nexus also reserves the right to supplement its defenses as discovery proceeds in this case.

FIRST AFFIRMATIVE DEFENSE

(No Infringement)

Nexus does not infringe, either directly, indirectly, by inducement or contribution, any valid and enforceable claim of the '697 Patent, willfully or otherwise.

SECOND AFFIRMATIVE DEFENSE

(Invalidity)

The asserted claims of the '697 Patent are invalid for failure to satisfy the requirements of 35 U.S.C. § 100, et seq., including but not limited to, one or more of the following: 35 U.S.C. §102, 103, and/or 112.

THIRD AFFIRMATIVE DEFENSE

(Laches, Estoppel, Unclean Hands)

The asserted claims of the ‘697 Patent are unenforceable as asserted, in whole or in part, by laches, estoppel, and/or unclean hands.

FOURTH AFFIRMATIVE DEFENSE

(Inequitable Conduct)

The asserted claims of the ‘697 Patent are unenforceable as asserted, in whole or in part, as a result of the patentee’s and/or their agent’s inequitable conduct before the United States Patent and Trademark Office, including through the patentee’s and/or their agent’s failure to properly disclose known, relevant prior art to the United States Patent Office.

FIFTH AFFIRMATIVE DEFENSE

(Prosecution History Estoppel)

Plaintiffs’ claims are barred, in whole or in part, as a result of representations, admissions and statements made by the patentee and/or their agent to the United States Patent and Trademark Office as to the scope of the asserted claims of the ‘697 Patent and the differences between those claims and the known, relevant prior art.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, Defendant Nexus Perforating LLC demands a trial by jury on all issues so triable.

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Date: September 15, 2021

Respectfully submitted,

BUCHE & ASSOCIATES, P.C.

By: /s/ John K. Buche

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ATTORNEYS FOR DEFENDANT

NEXUS PERFORATING LLC

CERTIFICATE OF SERVICE

Pursuant to Local Rule CV-5(a)(3), I hereby certify that all counsel of record who are deemed to have consent to electronic service are being served on September 15, 2021 with a copy of this document via the Court's CM/ECF system.

/s/ John K. Buche
John K. Buche